\*\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*\*\*\*\*\*\*

**BPO NO:** 001B5400177 **PRINT DATE:** 10/31/15 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
RR DONNELLEY

849 INTERNATIONAL DR STE 100

LINTHICUM, MD 21090

(410 )859-2841

**REFER QUESTIONS TO:** 

LISA FORTUNE MCDONALD

(410 )767-4084

LISA.MCDONALD@MARYLAND.GOV

ITB: EXPR DATE: 10/31/15 DISCOUNT TERMS: . NET 30 DAY

POST DATE: 11/07/14 CONTRACT AMOUNT: .00

#### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

ADMENDMENT TO CONTRACT #3 MOD

THIS CONTRACT HAS BEEN ADMENDED TO INCLUDE UPDATED LINE DESCRIPTIONS AND PRICING PER VENDOR/AGENCY AGREEMENT. CHANGES WERE MADE TO ADAPT CONTRACT FOR FY 16 OPEN ENROLLMENT.

\* PRINTING AND DISTRIBUTION OF OPEN ENROLLMENT MATERIAL \*

\* FOR THE \*

\* DEPARTMENT OF BUDGET AND MANAGEMENT \*

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

AGENCY CONTACT: SHERREON WASHINGTON

PHONE #: 410-767-8661

VENDOR CONTACT: BILL BROWN

PHONE #: 410-859-2841 FAX #: 410-993-1528

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

MODIFICATION NO. ONE TO ADD LINES SIXTEEN (16) THROUGH TWENTY (20).

THE STATE RESERVES THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR ONE (1) ADDITIONAL ONE (1) YEAR CONTRACT PERIOD AT THE SAME TERMS

\*\*\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*\*\*\*\*\*

TERMS (cont'd):

AND CONDITIONS.

RENEWAL OPTIONS ARE AT THE DISCRETION OF THE DEPARTMENT OF GENERAL SERVICES IN CONJUNCTION WITH THE DEPARTMENT OF BUDGET AND MANAGEMENT; THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT.

AT THE TIME OF EACH RENEWAL, THE CONTRACTOR MAY REQUEST AN INCREASE OF THE PRICES THEN PREVAILING. THE REQUEST FOR A PRICE INCREASE MUST BE SUBMITTED WITHIN TWO (2) WEEKS OF THE NOTICE FROM THE DGS PROCUREMENT OFFICER OF THE STATE'S INTENT TO EXERCISE THE RENEWAL OPTION.

THE INCREASE IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED BY THE PRODUCER PRICE INDEX (PPI) COMMODITY CODE, NUMBER WPU0947 NOT SEASONALLY ADJUSTED, PREVAILING INFLATION AT THE TIME OF RENEWAL. NO OTHER PRICE INCREASES SHALL BE PERMITTED. ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS WILL REMAIN THE SAME. A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THRITY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. DESTINATION STATE USING AUTHORITIES AND INCLUDE FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

\*\*\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*\*\*\*\*\*

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LINE # STATE ITEM ID U/M UNIT COST \_\_\_\_\_ \_\_\_

0001 96663 M 456.8600

PRINTING OF LEDGER SHEETS, MACHINE RULES

PRINTING OF HEALTH BENEFITS GUIDE - 84 PAGES + 4 PAGES COVER, COVER PR

PRINTED 6 COLOR ON 100# FINCH RECYCLED TEXT, TEXT 4 COLOR 2 COLORS

ON 50 # UNCOATED TEXTL; SADDLE STITCH, TRIM TO FINAL SIZE AND SADDLE

STITCH

PER ATTACHED SPECIFICATION, TERMS AND CONDITIONS

0002 96663 M 90.1500

PRINTING OF LEDGER SHEETS, MACHINE RULES
PRINTING OF ACTIVE/SATELLITE ENROLLMENT FORM - 4 PAGES PRINTED 2 COLOR
ON 50# TEXT, FOLDED AND TRIMMED TO FINAL SIZE OF 8 1/2" X 11"
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0003 96663 M 90.1500

PRINTING OF LEDGER SHEETS, MACHINE RULES
PRINING OF RETIREE ENROLLMENT FORM - 4 PAGES PRINTED 2 COLOR ON
50# TEXT, FOLDED AND TRIMMED TO FINAL SIZE OF 8 1/2" X 11"
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0004 96663 M 186.2200

PRINTING OF LEDGER SHEETS, MACHINE RULES
PRINTING OF DIRECT PAY ENROLLMENT FORM - 4 PAGES PRINTED 2
COLORFOLD ON 50# UNCOATED AND TRIM TO 8 1/2" X 11"
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0005 96663 M 90.1500

PRINTING OF LEDGER SHEETS, MACHINE RULES
ACTIVE/SATELLITE EMPLOYEE OPEN ENROLLMENT BENEFITS
STATEMENTS - 8 1/2 X 11, 50# RECYCLED OPAQUE WHITE, VARIABLE
PRINTING
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

\*\*\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*\*\*\*\*\*

LINE # STATE ITEM ID U/M UNIT COST

79,000 M

0007 96663

0006 96663 M

M 90.1500

90.1500

PRINTING OF LEDGER SHEETS, MACHINE RULES

RETIREE OPEN ENROLLMENT BENEFITS STATEMENTS - 8 1/2 X 11, 50# RECYCLED OPAQUE WHITE, VARIABLE PRINTING COMPOSITION= 8 1/2 X 11" ON 50# RECYCLED OPAQUE, BLUE 46,500 M

M

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

PRINTING OF LEDGER SHEETS, MACHINE RULES

DIRECT PAY OPEN ENROLLMENT BENEFITS STATEMENTS - 8 1/2 X 11, 50# RECYCLED OPAQUE WHITE, VARIABLE PRINTING.

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0008 96663 M 132.3000

PRINTING OF LEDGER SHEETS, MACHINE RULES MAILING ENVELOPES (51,000 WITH INDICIA, 79,000 WITHOUT)

130,000. M
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0009 96663 M 96.1500

PRINTING OF LEDGER SHEETS, MACHINE RULES
DIRECT PAY RATE SHEETS, 2 PAGE 8 1/2 X 11, 50# RECYCLED OPAQUE WHITE,
1/1 BLACK
PER ATTACED SPECIFICATIONS, TERMS AND CONDITIONS

\*\*\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*\*\*\*\*\*

LINE # STATE ITEM ID U/M UNIT COST \_\_\_\_\_

0010 96663 M 100.0000

PRINTING OF LEDGER SHEETS, MACHINE RULES
SATELLITE RETIREE OPEN ENROLLMENT BENEFITS STATEMENTS
- 8 1/2 X 11, 50 # RECYCLED OPAQUE WHITE, VARIABLE PRINTING
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0011 96663 M 260.0000

PRINTING OF LEDGER SHEETS, MACHINE RULES
ORP RATE SHEETS
PRINTING OF ORP RATE SHEET - 6 PAGES PRINTED BLACK INK ON 50# TEXT,
CORNER STITCH, 8 1/2 X 11
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0012 96663 M 46.9100

PRINTING OF LEDGER SHEETS, MACHINE RULES
OPEN ENROLLMENT POSTCARD
PRINTING OF OPEN ENROLLMENT POST CARD- 2 PAGES PRINTED
2 COLOR ON 80# UNCOATED COVER TRIMMED TO FINAL SIZE OF 6" X 4 1/4"
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0013 96663 M 28,810.0000

PRINTING OF LEDGER SHEETS, MACHINE RULES
MAIL HOUSE/ FULFILLMENT SERVICES: DELIVERY TO 340 STATE AGENCY AND
SATELLITE ACCOUNT LOCATIONS
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0014 96663 M 48.0000

PRINTING OF LEDGER SHEETS, MACHINE RULES
MAIL HOUSE/ FULFILLMENT SERVICES: RETIREE MAILINGS
PACKAGING AND MAILING OF APPROXIMATELY 47,000 RETIREE PACKETS. THE
RETIREE PACKET MUST BE IN MAIL IN ZIP CODE ORDER. EACH RETIREE
PACKET CONSISTS OF:

STATE OF WARTLAND

48,0000

\*\*\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*\*\*\*\*\*

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LINE # STATE ITEM ID U/M UNIT COST

ONE SPECIAL MAILING ENVELOPE, ONE LASER IMAGED BLUE STATEMENT AND ONE HEALTH BENEFITS BOOKLET

M

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

PRINTING OF LEDGER SHEETS, MACHINE RULES
MAIL HOUSE/ FULFILLMENT SERVICES: DIRECT PAY MAILING
PACKAGING AND MAILING OF APPROX 4,700 DIRECT PAY PACKETS. THE DIRECT
PAY PACKET MUST MAIL IN ZIP CODE ORDER. EACH DIRECT PAY PACKET
CONSISTS OF: ONE SPECIAL MAILING ENVELOPE, ONE LASER IMAGED GREEN
STATEMENT, ONE HEALTH BENEFITS BOOKLET AND ONE DIRECT PAY TRI-FOLD
ENROLLMENT FORM

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0016 96663 M 106.0500

PRINTING OF LEDGER SHEETS, MACHINE RULES
PRINTING OF ENROLLMENT SEASON SPECIFIC DOCUMENTS - 2 PAGES PRINTS
BLACK INK ON 50# TEXT TRIM TO 8 1/4" X 10 3/4"
8.5 X 11.

THIS PRICE IS PER THOUSAND
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0017 96663 M 107.7400

PRINTING OF LEDGER SHEETS, MACHINE RULES WELLNESS NOTICE, MULTI PAGE 4 COLOR, PRINTED ON 70# STOCK, 8 1/2 X 5 1 /2

THIS PRICE IS PER THOUSAND

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0018 96663 M .0100

PRINTING OF LEDGER SHEETS, MACHINE RULES ADDITIONAL BENEFIT GUIDE PAGES IF NEEDED

\*\*\* CONTINUED, NEXT PAGE \*\*\*

0015

96663

\*\*\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*\*\*\*\*\*

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U/M LINE # STATE ITEM ID UNIT COST

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0019 96663

M

.5600

PRINTING OF LEDGER SHEETS, MACHINE RULES MANUAL DECOLLATION OF COMPLETED KITS. IN THE EVENT OF AN ERROR ON THE PART OF THE DEPARTMENT OF BUDGET AND MANAGEMENT THAT REQUIRIES MANUAL DECOLLATION OF THE KITS. THIS PRICE IS A PER KIT PRICE. PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0020 96663

Μ

96.1500

PRINTING OF LEDGER SHEETS, MACHINE RULES PRINTING OF ACTIVE RETIREE RATE SHEET - 2 PAGES PRINTS BLACK INK ON 50 # TEXT TRIM TO 8 1/2" X 11"

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0021 96663

M

106.0500

PRINTING OF LEDGER SHEETS, MACHINE RULES PRINTING OF ORP WEB SITE ENROLLMENT INSTRUCTIONS - 2 PAGES PRINTS BLACK INK ON 50# TEXT TRIM TO 8 1/2" X 11" PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0022

96663

M

106.0500

PRINTING OF LEDGER SHEETS, MACHINE RULES PRINTING OF DIRECT PAY WEB SITE ENROLLMENT INSTRUCTIONS.

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0023 96663

M

PRINTING OF LEDGER SHEETS, MACHINE RULES

\*\*\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*\*\*\*\*\*

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STATE ITEM ID U/M LINE # **UNIT COST** 

PRINTING OF SATELLITE RETIREE ENROLLMENT INSTRUCTION -2- PAGES PRINTS BLACK INK ON 50# TEXT TRIM TO 8 1/2" X 11"

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0024 96663 95,0000 M

PRINTING OF LEDGER SHEETS, MACHINE RULES PRINTING OF ACTIVE EMPLOYEE ENROLLMENT INSTRUCTION - 4 PAGES PRINTED BLACK ON 50# TEXT, FOLDED AND TRIMMED TO FINAL SIZE OF 8 1/4" X 10 3/4"

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0025 96663 95.0000 M

PRINTING OF LEDGER SHEETS, MACHINE RULES PRINTING OF SATELLITE ENROLLMENT INSTRUCTION - 4 PAGES PRINTED BLACK ON 50# TEXT, FOLDED AND TRIMMED TO FINAL SIZE OF 8 1/4" X 10 3/4"

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0026 96663 95.0000 M

PRINTING OF LEDGER SHEETS, MACHINE RULES PRINTING OF RETIREE ENROLLMENT INSTRUCTION - 4 PAGES PRINTED BLACK ON 50# TEXT, FOLDED AND TRIMMED TO FINAL SIZE OF 8 1/4" X 10

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0027 96663 232.3300 M

PRINTING OF LEDGER SHEETS, MACHINE RULES PRINTING OF ENROLLMENT FLYER - 2 PAGES PRINTED 2 COLOR ON 50# TEXT TRIMMED TO FINAL SIZE OF 6" X 4 1/4" PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

\*\*\*\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*\*\*\*\*\*\*

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LINE # STATE ITEM ID U/M UNIT COST

0028 96663 M 405.8800

PRINTING OF LEDGER SHEETS, MACHINE RULES PRINTING OF CONTRACTUAL ENROLLMENT FORM - 4 PAGES PRINTED 2 COLOR ON 5 0# TEXT, FOLDED AND TRIMMED TO FINAL SIZE OF 8 1/2" X 11"

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0029 96663 M 178.3000

PRINTING OF LEDGER SHEETS, MACHINE RULES
CONTRACTUAL RATE SHEET - 8 1/2 X 11, 1/1 BLACK, 50# OPAQUE
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0030 96663 M 178.3000

PRINTING OF LEDGER SHEETS, MACHINE RULES
CONTRACTUAL SUBSIDY INFO SHEET - 8 1/2 X 11, 1/1 BLACK,
50# OPAQUE
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0031 96663 M 46.9100

PRINTING OF LEDGER SHEETS, MACHINE RULES
PRINTING OF WEB ENROLLMENT SYSTEM REMINDER POST CARD2 PAGES PRINTED 2 COLOR ON 80# UNCOATED COVER TRIMMED
TO FINAL SIZE OF 6" X 4 1/4"
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0032 96663 M 830.8000

PRINTING OF LEDGER SHEETS, MACHINE RULES
SLEOLA ADDENDUM - 24 1/2 X 11, 6 PAGE FOLDED TO 8 1/2 X 11, 4/4,
100# TEXT
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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LINE # STATE ITEM ID U/M UNIT COST

0033 96663 M 90.1500

PRINTING OF LEDGER SHEETS, MACHINE RULES
PRINTING OF PLAN CHANGE/WELLNESS NOTICE - 2 PAGE PRINTED
BLACK ON 50# FLOURESCENT GREEN TEXT, FOLDED AND TRIMMED
TO FINAL SIZE OF 8 1/4" X 1 0 3/4"

PER ATTACHED SPECIFICATIONS TERMS AND CONDITIONS

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0034 96663 M .9370

PRINTING OF LEDGER SHEETS, MACHINE RULES COBRA NOTICE, INITIAL MAILING, 7 PAGES MAILED MONTHLY

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0035 96663 M 2.0700

PRINTING OF LEDGER SHEETS, MACHINE RULES COBRA 18 MONTH NOTICE, 5 PAGES MAILED WEEKLY

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0036 96663 M 2.0700

PRINTING OF LEDGER SHEETS, MACHINE RULES COBRA 36 MONTH NOTICE, 5 PAGES MAILED WEEKLY

PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0037 96663 M 40.1500

PRINTING OF LEDGER SHEETS, MACHINE RULES COBRA NOTICE ENVELOPES, #10 WINDOW WITH BLACK INK

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_INE #	STATE ITEM ID	<u>U/M</u>	UNIT COST	
PER ATT	FACHED SPECIFICATIONS,	TERMS ANI	O CONDITIONS	

\_\_\_\_ END OF ITEM LIST \_\_\_\_\_

ADDITIONAL TERMS & CONDITIONS:

QUANTITIES REPRESENTED ARE ESTIMATED TWELVE (12) MONTH USAGE AND ARE NOT WARRANTED OR GUARANTEED BY THE STATE OF MARYLAND. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION.

CONTRACTOR WILL BE REQUIRED TO ASSIGN ONE (1) CUSTOMER SERVICE REPRESENTATIVE OR PROJECT MANAGER AS THE MAIN CONTACT PERSON FOR THE PURPOSES OF COORDINATING ALL ACTIVITY ASSOCIATED WITH THE PRODUCTION OF THIS PROJECT.

POSTAGE COSTS WILL BE BILLED SEPARATELY TO THE FISCAL DIRECTOR, OF THE EBD. ESTIMATED POSTAGE COSTS MAY BE BILLED IN ADVANCE AND RECONCILED TO ACTUAL ON FINAL BILLING.

SCHEDULE DELAYS. THE OPEN ENROLLMENT PRINTING AND SUBSEQUENT MAILINGS/DISTRIBUTIONS MAY BE DELAYED DUE TO UNFORESEEN AND /OR UNCONTROLLABLE CIRCUMSTANCES, SUCH AS LEGISLATION OR BUDGET RESTRICTIONS ENACTED BY THE MARYLAND GENERAL ASSEMBLY DURING THEIR JANUARY-APRIL LEGISLATIVE SESSION. THE CONTRACTOR SHALL ACCOMMODATE SUCH DELAYS AND WORK OVERTIME AND/OR WITHIN A COMPRESSED TIME FRAME IN THE EVENT OF UNFORESEEN/ UNCONTROLLABLE CIRCUMSTANCES IN ORDER TO MEET PRINTING AND MAILING/DISTRIBUTION DEADLINES.

THE DEPARTMENT OF BUDGET & MANAGEMENT ("DEPARTMENT") AGREES TO WORK WITH THE CONTRACTOR AS CLOSELY AND COOPERATIVELY AS POSSIBLE, AND TO KEEP THE CONTRACTOR APPRIZED OF SCHEDULING MATTERS AND DELAYS.

MEETINGS. WITHIN THREE WEEKS/15 BUSINESS DAYS OF AWARD, THE CONTRACTOR SHALL ATTEND AN INITIAL MEETING WITH THE EBD STAFF. SUCH MEETING SHALL TAKE PLACE AT 301 W. PRESTON STREET, BALTIMORE, MARYLAND 21201. DURING THE INITIAL MEETING, THE OVERALL JOB SPECIFICATIONS AND SCHEDULE WILL BE REVIEWED. THE CONTRACTOR AND EBD WILL CONDUCT MEETINGS AND/OR CONFERENCE CALLS ON A WEEKLY BASIS, OR MORE FREQUENTLY AS NECESSARY, THROUGHOUT THE ENTIRE JOB THROUGH COMPLETION. THE CONTRACTOR SHALL BE AVAILABLE FOR AND PARTICIPATE IN SUCH MEETINGS AS DIRECTED.

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TERMS (cont'd):

SUBCONTRACTORS: THE CONTRACTOR MAY UTILIZE SUBCONTRACTORS FOR PART OF THE JOB SPECIFICATIONS. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF ANY WORK BY SUBCONTRACTORS, INCLUDING SATISFACTORY AND TIMELY COMPLETION OF ALL WORK.

LIQUIDATED DAMAGES: THE PARTIES AGREE THAT THE CONFIDENTIALITY OF THE DATA PROVIDED TO THE CONTRACTOR IS OF PARAMOUNT IMPORTANCE AND THAT TIMELY, SECURE AND THOROUGH RETURN OF ANY AND ALL DATA AND MEDIA (INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION:

NEGATIVES/POSITIVES, ENGRAVINGS, DIES, DISCS, TAPES) SHALL BE AN INTEGRAL PART OF SECURING THE CONFIDENTIALITY OF THE DATA. IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGE SUSTAINED BY THE STATE AS A RESULT OF THE CONTRACTOR'S FAILURE TO PROMPTLY RETURN ALL SUCH DATA AND MEDIA. THE STATE AND THE CONTRACTOR, THEREFORE, PRESUME THAT IN THE EVENT OF SUCH FAILURE TO PROMPTLY RETURN ALL SUCH DATA AND MEDIA, THE AMOUNT OF DAMAGES THAT WILL BE SUSTAINED BY SUCH DELAY IS IN THE AMOUNT OF 5% OF THE TOTAL INVOICE FOR WORK PERFORMED PURSUANT TO THIS CONTRACT.

ELECTRONIC FILES: THE CONTRACTOR MUST BE ABLE TO TRANSFER ELECTRONIC FILES AND DISKS AND TRANSFER CORRECTIONS ELECTRONICALLY FROM THE STATE (DBM) TO THE CONTRACTOR WITH ENCRYPTED DATA USING PGP

CONFIDENTIALITY: THE OPEN ENROLLMENT PROCESS INCLUDES HANDLING OF SECURE DATA (NAMES, ADDRESS, ENROLLMENT INFORMATION, SOCIAL SECURITY NUMBERS) AND SEVERE TIME RESTRAINTS DUE TO "LAST MINUTE" CHANGES. PURSUANT TO FEDERAL LAW, THE CONTRACTOR WILL BE A BUSINESS ASSOCIATE OF A GROUP HEALTH PLAN PERFORMING PLAN OPERATIONS AND MAY BE INDEPENDENTLY RESPONSIBLE FOR ITS PROTECTION OF THE DATA PROVIDED BY THE DEPARTMENT TO THE CONTRACTOR. THE CONTRACTOR SHALL ABIDE BY ALL FEDERAL HIPAA PRIVACY DATA SECURITY, AND ELECTRONIC TRANSMISSION REGULATIONS FOR THE DATA, WHETHER THE DATA IS IN ELECTRONIC OR PAPER FORM.

THE CONTRACTOR SHALL NOT USE OR DISCLOSE ANY DATA SUBMITTED BY THE STATE TO THE CONTRACTOR EXCEPT AS PERMITTED BY THE INVITATION TO BID (ITB) AND THE CONTRACT. THE CONTRACTOR SHALL USE AND DISCLOSE THE MINIMUM AMOUNT OF DATA NECESSARY TO PROVIDE THE SERVICES REQUIRED BY THE ITB AND THE CONTRACT.

IN ADDITION TO THE TERMINATION RIGHTS PROVIDED IN THE CONTRACT, THE DEPARTMENT, AT ITS DISCRETION PURSUANT TO 45 CFR § 164.504(E) (1), MAY TERMINATE PROVISIONS OF THE CONTRACT IN THE EVENT OF A BREACH OF THIS AGREEMENT.

THE DEPARTMENT MUST APPROVE ALL COVERS, FORMS, AND PRINTED TEXT BEFORE

\*\*\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*\*\*\*\*\*

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TERMS (cont'd):

PRINTING.

ALL NEGATIVE/POSITIVES, ENGRAVINGS, DIES, TAPES OR DISK OR ELECTRONIC PHOTOMECHANICAL MEDIA INVOLVED WITH THIS CONTRACT SHALL BECOME OR REMAINS THE PROPERTY OF THE STATE OF MARYLAND AND SHALL BE SURRENDERED TO THE USING AGENCY UPON COMPLETION OF AND WITH DELIVERY OF THE JOB. A 5% PENALTY WILL BE DEDUCTED FROM THE INVOICE OF THOSE CONTRACTORS THAT FAIL TO DELIVER THE NEGATIVES AT THE TIME OF SHIPMENT

IN THE EVENT THE SELECTED VENDOR DOES NOT FULLY COMPLY WITH THE BID SPECIFICATION REQUIREMENTS AND PURCHASE ORDER TERMS AND CONDITIONS, SPECIFICALLY, DELIVERY REQUIREMENTS AND PRODUCT SPECIFICATIONS, THE VENDOR WILL BE SUBJECT TO THE FOLLOWING: ADDITIONAL ACQUISITION COST INCURRED BY THE AGENCY WILL BE CHARGED TO THE DEFAULTING VENDOR AND DEDUCTED DIRECTLY FROM ANY OPEN INVOICES WITH THE DEFAULTING VENDOR. INVOICE PROCESSING WILL BE DELAYED PENDING DEVELOPMENT AND ASSESSMENT CHARGES.

AGENCY WILL NOT PAY FOR ANY OVERAGE IN EXCESS OF 2% OF THE QUANTITY ORDERED.

RECYCLED PAPER IS REQUIRED FOR THIS PRINTING CONTRACT; THEREFORE THE LOGO PRINTED ON RECYCLED PAPER MUST APPEAR ON THE FINAL PRINTED PRODUCT.

SOY BASED INKS ARE REQUIRED FOR THIS PRINTING ORDER. TOXIC WASTE REDUCTION IS ENCOURAGED FOR ALL PRINTING PROCESSES.

LIMITS ON USING AGENCY AUTHORITY: THE AWARDEE SHALL NOT ACCEPT CHANGES, ADDITIONS, WAIVERS OR SUBSTITUTIONS IN THE PROVISIONS OF THIS ORDER UNLESS FURNISHED IN WRITING AND SIGNED BY THE DEPARTMENT OF GENERAL SERVICES' PROCUREMENT OFFICER. SHOULD ANY CHANGES CAUSE AN INCREASE IN THE VENDOR'S COST OR TIME FOR PERFORMANCE THAT IS NOT REFLECTED IN THE WRITTEN NOTICE, VENDOR SHALL ASSERT ITS CLAIM FOR SAME WITHIN 10 CALENDAR DAYS AFTER DATE OF THE PURCHASE ORDER OR NOTICE.

THE CONTRACTOR SHOULD SUBMIT INVOICE IN TRIPLICATE. PLEASE SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, PACKING LISTS, SHIPPING LABELS AND ALL CORRESPONDENCE.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR

### **BLANKET PURCHASE ORDER**

STATE OF MARYLAND								
BPO NO: 001B5400 TERMS (cont'd):	****** STAT		**************************************					
BIODEGRADABLE MA	TERIALS.							
	RCHASING CARDS MA Y CONTRACT PURCHA							
	F GENERAL SERVICE CTS OVER \$25,000"			NCE.				
	*****	LAST PAGE ***	****					

DATE:\_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_